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state of south carolina (1970 county of Greenville)

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, WALDEN, James A. & Jo Ann

thereinafter referred to as Mortgagor) is well and truly indebted unto Sterling Finance Co.

100 W. North St. Greenville S.C. 29601

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of One Thousand Five Hundred Eighty-Four dollars & no/100 Cents..

Dollars (\$ 1584.00) due and payable

Thirty-Six monthly consecutive payments of Forty-Four Dollars Each.. (36 x \$44.00)

with interest thereon from date at the rate of XXXXX per centum per annum, to be paid:

WHEREAS, the Mortgagor may hereafter become Indebted to the said Mortgagoe for such further sums as may be advanced to or for the Mortgagor's account for texes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagoe at any time for advances made to or for his account by the Mortgagoe, and also in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagoe at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagoe, its successors and assists:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of Greenville

All that certain lot of land lying in the State of South Carolina, County of Greenville, on the eastern side of Carlton Drive. Shown as lot 12 on a Flat of Pine Valley Estate, Section I recorded in the R.M.C. office for Greenville County in Plat Book "NM" at Fage 138, and being further described as follows:

REGINNING, at an iron pin on the eastern side of Carlton Drive at the joint front corner of lots 11 & 12 and running thence N. 82-55 E. 150 Feet to an iron pin; thence N-705 W. 90 feet to an iron pin; thence S 82-55 W. 150 feet to an iron pin on the eastern side of Carlton Drive thence along Carlton Drive S 7-05 E. 90 feet to the point of beginning.

Together with all and singular rights, members, herditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had thereform, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.